



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM _____
Finance DN
DA _____
Risk Mgt. De
HR N/A

STAFF REPORT

BOARD MEETING DATE: June 23, 2015

DATE: May 29, 2015
TO: Board of County Commissioners
FROM: Jennifer Budge, CPRP, Park Operations Superintendent
Community Services Department, 328.2181, jbudge@washoecounty.us
THROUGH: Dave Solaro, Director
Community Services Department, 328.3624, dsolaro@washoecounty.us
SUBJECT: Approve a Corrective Easement-Old Mayberry Bridge Over the Truckee River to correct a legal description; and, approve a Non-Exclusive Utility Easement-Washoe County Force Main Sewer Across Old Mayberry Bridge between Washoe County and the State of Nevada for the Old Mayberry Pedestrian/Equestrian Bridge. (Commission District 1.)

SUMMARY

This item, if approved, would authorize two easement agreements between Washoe County and the State of Nevada for an existing pedestrian bridge known as the "Old Mayberry Bridge" or "Strawberry Bridge" across the Truckee River at Aspen Glen Road (see attached Exhibit A). One easement is corrective, as the previous agreement recorded as document #733919 (see Exhibit B), had an incorrect legal description as an exhibit. The second easement, is for an existing utility (sewer force main) constructed in 2000, owned and maintained by Washoe County, that never had an easement previously recorded.

Washoe County Strategic Priority supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

1981-Board of County Commissioners accepted a \$92,000 bid from B & C General Construction of Reno to replace the "Old Mayberry Bridge."

BACKGROUND

Washoe County owns and maintains a pedestrian bridge known as the "Old Mayberry Bridge" or "Strawberry Bridge" across the Truckee River at Aspen Glen Road (see map). The bridge was constructed in 1981. The previous easement agreement was recorded as document #733919, and had an incorrect legal description as an exhibit and this new "Corrective Easement" has the appropriate legal description and has been verified by the County Surveyor. The second document is for an existing utility (sewer force main) constructed by Washoe County in 2000 that never had an easement previously recorded, but is part of the County's sewer system.

AGENDA ITEM # 544

FISCAL IMPACT

There is no fee for the bridge easement; however, there is a \$475 annual fee to the State of Nevada, through the Division of State Lands for the sewer force main utility. Sufficient funds and budget authority exist in cost center 664900, account 711501. Supporting revenues are provided from monthly sewer rate charges.

Expenses will be paid to the State of Nevada and charged to IO 49500, GL #711501, associated with cost center 6694900, for Noncapital Land.

RECOMMENDATION

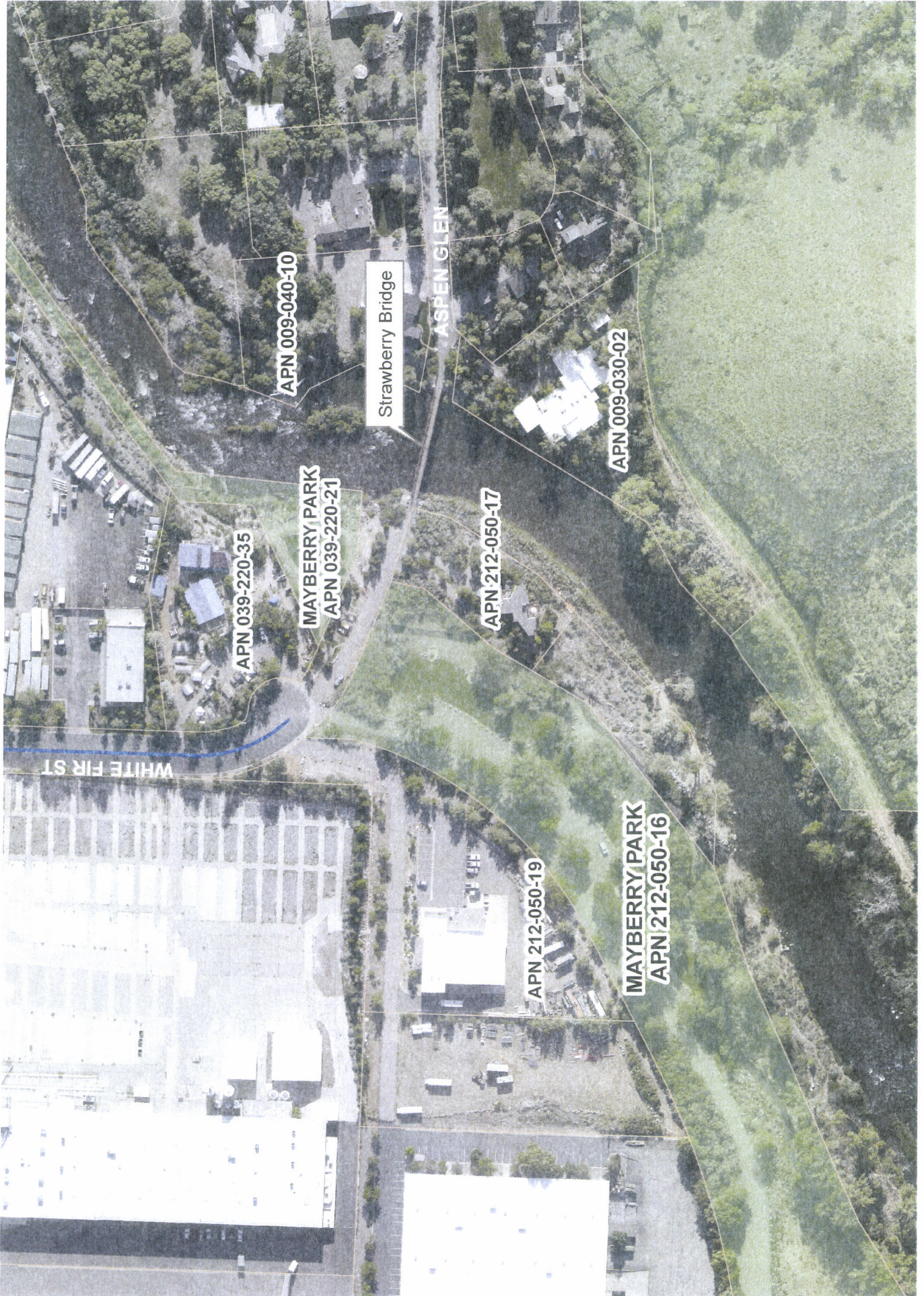
Staff recommends that the Board of County Commissioners approve a Corrective Easement-Old Mayberry Bridge Over the Truckee River to correct a legal description; and, approve a Non-Exclusive Utility Easement-Washoe County Force Main Sewer Across Old Mayberry Bridge between Washoe County and the State of Nevada for the Old Mayberry Pedestrian/Equestrian Bridge.

POSSIBLE MOTION

Should the Board agree with the staff recommendation, a possible motion would be:

“Move to approve a Corrective Easement-Old Mayberry Bridge Over the Truckee River to correct a legal description; and, approve a Non-Exclusive Utility Easement-Washoe County Force Main Sewer Across Old Mayberry Bridge between Washoe County and the State of Nevada for the Old Mayberry Pedestrian/Equestrian Bridge.”

Attachment A



RECORDED COPY

1919 RECEIVED

Attachment B

WASHOE COUNTY PARKS & RECREATION DEPARTMENT

EASEMENT DEED

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FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), receipt whereof is hereby acknowledged, and other good and valuable consideration, the State of Nevada by and through the Division of State Lands, hereinafter referred to as GRANTOR, does hereby grant to WASHOE COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as GRANTEE, its successors and assigns an easement for the purpose of a bridge over the Truckee River.

GRANTEE has the right, privilege and authority to construct, operate and maintain a bridge over the lands and premises described as follows, to-wit:

The bridge will be constructed in the Northwest 1/4 section of section 19, T. 19 N., R. 19 E., M. D. B. & M., Washoe County, Nevada and within the confines of the following envelope over the Truckee River: Starting at the Northwest corner of Section 19 T. 19 N., R. 19 E., (Common section corner for sections 13, 18, 19 & 24), and proceeding S. 85° 25' 45" E. a distance of 2296.98' to the starting point on the construction envelope; Thence N. 4° 34' 15" E., 8.00 feet; Thence S. 77° 33' 00" W., 155.00 feet; Thence S. 4° 34' 15" W., 16.00 feet; Thence N. 77° 33' 00" E. a distance of 155.00 feet; Thence N. 4° 34' 15" E., 8.00 feet to the starting point and thereby completing the envelope description. Note: Bearings shown above are grid bearings based on Nevada State Plane Coordinate System, (Transverse Mercator Grid), modified to the extent that ground distances are true distances.

1621P0704

Should be:
S 77° 33' 00" E
N 77° 33' 00" W

GRANTOR also hereby grants to GRANTEE in addition to the rights herein granted the temporary right to enter upon the land adjacent to the above described property for the purpose of its initial construction.

The Grantee shall save, indemnify and keep the Grantor free and harmless from any loss, damage, injury or claim arising from Grantee's occupancy of the demised premises and the Grantee hereby agrees to save harmless the Grantor from any

733919

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Return to D. J. F.

B1621P0705

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and all liability on account of or by reason of any injuries or property damage growing out of Grantee's occupancy, or use of the premises.

The Grantee does hereby release the Grantor from any and all liability for loss and damage to the real and personal property located on the demised premises, whether belonging to the Lessee or to any third person or persons, and occurring from any cause whatever, and including but ^{NOT} confined to fire, lightning and the perils of windstorm, hail, explosion, riot, rioting, attending a strike, civil commotion, aircraft, vehicles and smoke.

The provisions of this grant shall be binding upon and inure to the benefit of the parties hereto, together with their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has hereunto executed this instrument this 20th day of FEBRUARY, 1981.

GRANTOR:

STATE OF NEVADA
By Jac R. Shaw
Jac R. Shaw
Administrator
Division of State Lands

STATE OF NEVADA)
CITY OF CARSON CITY) ss.

On Feb. 20, 1981 personally appeared before me, a notary public, Jac R. Shaw, Administrator, Division of State lands, who acknowledged that he executed the above instrument

Jean Williams
Notary Public

GRANTEE:

By John Sullivan
County of Washoe

APPROVED:

By Roland Westergard
Roland Westergard
Director, department of Conservation and Natural Resources

I concur in the Foregoing Pursuant to NRS 322.050

Robert List
ROBERT LIST
Governor of Nevada

APPROVED as to Form:

RICHARD H. BRYAN
Attorney General
By: A. Scott Bodeau
A. Scott Bodeau
Deputy Attorney General

NOTARY PUBLIC - NEVADA
JEAN WILLIAMS
OFFICE
CARSON CITY
NEVADA
1981 FEB 20
Commission Expires Sept. 24, 1981

733919

WISCONSIN
DA
BY
Wisconsin County
81 APR 13 P4:02

CCOUNT
FEE *to*



TR/WA/4990/14260/BRB
Truckee River
Adjacent to Washoe County APN: 039-220-21

Recording Requested by and Return To:

DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

CORRECTIVE EASEMENT
OLD MAYBERRY BRIDGE OVER
THE TRUCKEE RIVER

THIS CORRECTIVE EASEMENT, made and entered into this _____
day of _____, 2015, by and between the STATE OF NEVADA, acting by and through the
DIVISION OF STATE LANDS, hereinafter referred to as GRANTOR, and WASHOE COUNTY,
a political subdivision of the State of Nevada, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, the GRANTOR granted an Easement Deed to the GRANTEE on February
20, 1981 which was recorded with the Washoe County Recorder's Office on April 15, 1981 as
Document Number 733919 for the Old Mayberry Pedestrian / Equestrian Bridge over the Truckee
River; and

WHEREAS, the Easement Deed granted contained an error in the legal description and
requires correction; and

DUPLICATE ORIGINAL

WHEREAS, the Easement Deed contained a paragraph that in part reads as follows, "GRANTEE has the right, privilege and authority to construct, operate and maintain a bridge over the lands and premises described as follows, to-wit:

The bridge will be constructed in the Northwest ¼ section of Section 19, T.19 N., R.19 E., M.D.B. & M., Washoe County, Nevada and within the confines of the following envelope over the Truckee River: Starting at the Northwest corner of Section 19, T.19 N., R.19 E., (Common section corner for sections 13, 18, 19, and 24) and proceeding S. 85° 25' 45" E., a distance of 2296.98' to the starting point on the construction envelope; Thence N. 4° 34' 15" E., 8.00 feet; Thence S. 77° 33' 00" W., 155.00 feet; Thence S. 4° 34' 15" W., 16.00 feet; Thence N. 77° 33' 00" E., a distance of 155 feet; Thence N. 4° 34' 15" E., 8.00 feet to the starting point and thereby completing the envelope description. Note: Bearings shown above are grid bearings based on Nevada State Plane Coordinate System, (Transverse Mercator Grid), modified to the extent that ground distances are true distances."

NOW THEREFORE, the original Easement Deed is hereby corrected as follows, "GRANTEE has the right, privilege and authority to construct, operate and maintain a bridge over the lands and premises described as follows, to wit:

A portion of river way encompassing the pedestrian bridge spanning the Truckee River between White Fir Street and Aspen Glen in Washoe County in the Northeast Quarter of the Northeast Quarter of Section 19, Township 19 North, Range 19 East, M.D.M., more particularly described as follows:

Commencing at a Washoe County Survey Monument N74SM01222, also shown as an unlabeled point on the Official Plat of Reno Business Park, File 1481063, recorded May 21, 1991

DUPLICATE ORIGINAL

with Washoe County Recorder's Office as the northernmost point of curve on the centerline of the south end of White Fir Street.

Thence, S 50° 02'28"E a distance of 442.261' to the **True Point of Beginning**, being the northwest corner of the footing of the bridge;

Thence S 76° 01'56" E, a distance of 152.46 feet;

Thence S 13° 15'26" W, a distance of 19.09 feet;

Thence N 76° 48'35" E, a distance of 152.44 feet;

Thence N 13° 11'46", a distance of 18.74 feet to the point of beginning.

The basis of Bearing of this description is the centerline of White Fir Street between Survey Monuments N74SM01223 and N74SM01222 being S 01° 59'31" W (recorded bearing S 1°59'5"W per Official Plat of Reno West Business Park, File 1481063, recorded May 21, 1991 with Washoe County Recorder's Office).

The sidelines of the above described strip of land shall be shortened to terminate with the ordinary high water line of the Truckee River.

All other terms and conditions of the Easement Deed remain in full force and effect with no other changes, modifications or amendments thereto.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, the parties hereto have executed this corrective easement as of the day and year first above written.

GRANTOR:

STATE OF NEVADA
Division of State Lands

By: _____
CHARLES DONOHUE
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
) ss.
CARSON CITY)

On, _____, 2015, personally appeared before me, a notary public, CHARLES DONOHUE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above instrument.

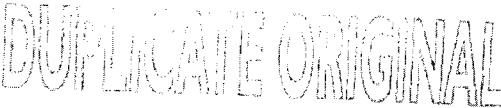
NOTARY PUBLIC

APPROVED as to Form:
ADAM PAUL LAXALT
Attorney General

By: 

KEVIN BENSON
Deputy Attorney General

Date: 1-21-15



GRANTEE:
WASHOE COUNTY,
a Political Subdivision of the State of Nevada

By: _____
BOARD OF COUNTY COMMISSIONERS - CHAIR

STATE OF NEVADA)
)
) ss.
COUNTY OF _____)

On, _____, 2015, personally appeared before me, a notary public, BOARD OF COUNTY COMMISSIONERS - CHAIR, who is the Chairman, for the BOARD OF COUNTY COMMISSIONERS, who acknowledged that he/she executed the above instrument.

NOTARY PUBLIC

DUPLICATE ORIGINAL



TR/WC/# 5056/Int. # 14332/ BRB
Washoe County
A.P.N.: N/A

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE UTILITY EASEMENT
WASHOE COUNTY FORCE MAIN SEWER ACROSS
OLD MAYBERRY BRIDGE

This Non-Exclusive Easement is made and entered into this _____ day of _____, 2015 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, hereinafter referred to as GRANTOR, and WASHOE COUNTY, hereinafter referred to as GRANTEE:

WHEREAS, Attorney General's Opinion #204 dated April 20, 1976, concluded that "The State of Nevada owns the bed and shores of Lake Tahoe and other navigable bodies of water within Nevada to the present ordinary and permanent high water mark." Through formal court proceedings the Truckee River has been determined to be a navigable body of water within Nevada; and

WHEREAS, NRS 322.050 through 322.070 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any lands owned by the State of Nevada; and

WHEREAS, an Easement Deed was issued to the GRANTEE on February 20, 1981, which was recorded with the Washoe County Recorder's Office on April 15, 1981 as Document Number 733919 for the Old Mayberry Pedestrian/Equestrian Bridge over the Truckee River; and

WHEREAS, a new Washoe County Force Main Sewer Line was allowed by Nevada State Lands, NDSL, to be constructed in 4/2007 with the condition that a Non-Exclusive Utility Easement be completed and given to NDSL after the construction project was completed; and,

WHEREAS, after the Force Main Sewer Line was constructed across the Old Mayberry Pedestrian/Equestrian Bridge, the promised Non-Exclusive Utility Easement document was not completed by Washoe County and its outside development company, Resource Development Company; and

WHEREAS, GRANTEE, has made application to and wishes to obtain from the GRANTOR a Non-Exclusive Utility Easement for a four (4) inch Force Main Sewer within a six (6) inch steel pipe attached along the downstream side of the existing Old Mayberry Pedestrian/Equestrian Bridge as shown on **Exhibit A**; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Utility Easement for the purposes stated above, hereinafter referred to as "the Project," across the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, under, across and/or through a portion of that certain property situate in Section 19, Township 19N, Range 19E, M.D.M., as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is within Old Mayberry Bridge Non-

Exclusive Easement described in the legal description attached hereto as **EXHIBIT B** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Easement, GRANTEE, its successors and assigns and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the Washoe County Utilities Six Inch Force Sewer Main Crossing constructed in May, 2000 incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** GRANTEE understands and agrees that this Non-Exclusive Easement for the Project extends only to the bed and banks of the Navigable Water, to the ordinary and permanent high water mark and only to the areas described in **EXHIBITS A and B** and shall not be construed to authorize access across private lands; access to the river shall be by established public routes and/or authorized access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Easement, a permit, license, easement or other authorization to do so is required.

3. **TRUCKEE RIVER BOUNDARY:** the parties acknowledge that in some places the Navigable Water may have been moved from its original channel by previous projects of the Army Corps of Engineers. For purposes of this Non-Exclusive Easement, no attempt has been made to determine whether the sections of the channel included in the Project are in their original location. Artificial changes to a river's boundary are generally viewed as avulsive in nature by many courts, including the Nevada Supreme Court. Thus, it is possible that the State's title to the bed and banks of the Navigable Water did not move with the river during the Army Corp of

Engineer's channelization project, thus, the current ordinary high water mark of the Navigable Water in the Non-Exclusive Easement area may not coincide with the true ordinary high water mark owned by the State. In other words, the State may not have title to all of the bed and banks of the precise area subject to this Non-Exclusive Easement. The GRANTEE expressly releases any and all claims, known or unknown, against the GRANTOR and State of Nevada arising from any dispute regarding the title to the bed and banks of the area subject to the Non-Exclusive Easement. The parties understand and agree that, if this Project alters any portion of the channel by filling, thereby causing that portion of state land to have a higher elevation than the present ordinary and permanent high water mark, this does not modify State ownership of the bed and banks of the Navigable Water as it was previous to this Project.

4. **CONSIDERATION:** For and in consideration of the Project, GRANTEE, its successors and assigns, hereby agree to pay an annual easement fee in the amount of FOUR HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$475.00) per year to the GRANTOR for the Project [NRS 321.003(2),322.060(2)]. Said fees are to be paid in advance commencing on the execution date of this Non-Exclusive Easement and on or before APRIL 2 every year thereafter for the entire duration of said Non-Exclusive Easement. This is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE 5003
CARSON CITY, NV 89701**

The GRANTOR reserves the right to reevaluate, reassess and adjust the Non-Exclusive Easement fee for the Project every five (5) years. Should GRANTEE dispute a proposed fee

increase, the dispute may be resolved by an appraisal of the fair market value of the Non-Exclusive Easement and other actions as required by law. The parties may by mutual agreement select an independent licensed appraiser to determine the fair market value. The GRANTEE shall pay for the appraisal and any associated costs.

5. **LATE PAYMENT FEE:** If, after full execution of this Non-Exclusive Easement, any payment is not made to GRANTOR within **THIRTY (30) days** of the due date as provided herein, the GRANTEE shall pay the GRANTOR a late payment fee in the amount of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00). If late fees become more than **SIXTY (60) days** in arrears, the Non-Exclusive Easement may be terminated by the GRANTOR.

6. **PERMITS:** This Non-Exclusive Easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

7. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation and maintenance of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

8. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

9. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Easement and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Non-Exclusive Easement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

**Bill Bennett, Land Agent
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701**

10. PLANS AND PHOTOGRAPHS: The Project and related activities must be completed in accordance with the approved application and plans on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations. GRANTEE agrees to provide GRANTOR with a set of before and after construction photographs of the Project to be taken from established points agreed to by GRANTOR. GRANTEE agrees to provide a set of record drawings which reflect the Project as it was built within six months of completion of construction and installation of the Project.

11. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **FIVE (5)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

12. EXISTING EASEMENTS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

13. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the Non-Exclusive Easement, work will be

temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

14. DAMAGE TO STATE LAND: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.

15. MAINTENANCE: GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the Non-Exclusive Easement and understands and agrees that the Project must be maintained in good repair at all times.

16. ENVIRONMENTAL CONDITIONS: GRANTEE, its successors and/or its agent(s) or contractor(s) understands and agrees to maintain the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

17. WARRANTIES: GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

18. NOTICES: All notices under this Non-Exclusive Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

Washoe County Public Works
1001 E 9th Street
Reno, Nevada 89520

19. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBITS A & B.**

20. TERMINATION: Either party shall have the right to terminate this Non-Exclusive Easement in whole or in part any time during the term hereof, provided, however, that either party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to its pre-project condition. Any and all right, title or interest must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns at no expense or cost to the GRANTOR.

21. TERM AND DISCONTINUATION: This Non-Exclusive Easement shall continue so long as the same may be necessary and required for the purposes for which it was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year this Non-Exclusive Easement shall thereupon terminate and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

22. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Non-Exclusive Easement to become invalid and shall require the removal of the Project and appurtenances. All right, title and interest in the Non-Exclusive Easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Non-Exclusive Easement to its contractors prior to entering and beginning any work on the property described herein.

23. WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Easement or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

24. SURVIVAL: This Non-Exclusive Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

25. ENTIRE AGREEMENT: This Non-Exclusive Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

26. AMENDMENT OR MODIFICATION: This Non-Exclusive Easement may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

27. SEVERABILITY: If any term or provision of this Non-Exclusive Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Non-Exclusive Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Non-Exclusive Easement shall be valid and shall be enforced to the fullest extent permitted by law.

28. GOVERNING LAW: This Non-Exclusive Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

29. VENUE: Any lawsuit brought to resolve a dispute arising from this Non-Exclusive Easement must be brought either in the location of the Project or in Carson City, Nevada.

30. ASSIGNMENT OF EASEMENT: This easement may not be assigned or transferred without prior written approval of the GRANTOR. Such approval will not be unreasonably withheld.

31. RECORDING: This Non-Exclusive Easement may be recorded in the official real estate records of the county in which the property is located. GRANTEE shall be responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.

//

//

IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Easement as of the day and year first above written.

GRANTOR:

STATE OF NEVADA
Division of State Lands

By _____
CHARLES DONOHUE
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

On _____, 2015, personally appeared before me, a notary public CHARLES DONOHUE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

NOTARY PUBLIC

GRANTEE:

WASHOE COUNTY,
A political subdivision of the State of Nevada

By _____
BOARD OF COUNTY COMMISSIONERS - CHAIR

STATE OF NEVADA)
 ss.
COUNTY OF _____)


On, _____ 2015, personally appeared before me, a notary public, _____

BOARD OF COUNTY COMMISSIONERS – CHAIR, who is the Chairman, for
the BOARD OF COUNTY COMMISSIONERS, acknowledged that he/she executed the above
document.

NOTARY PUBLIC

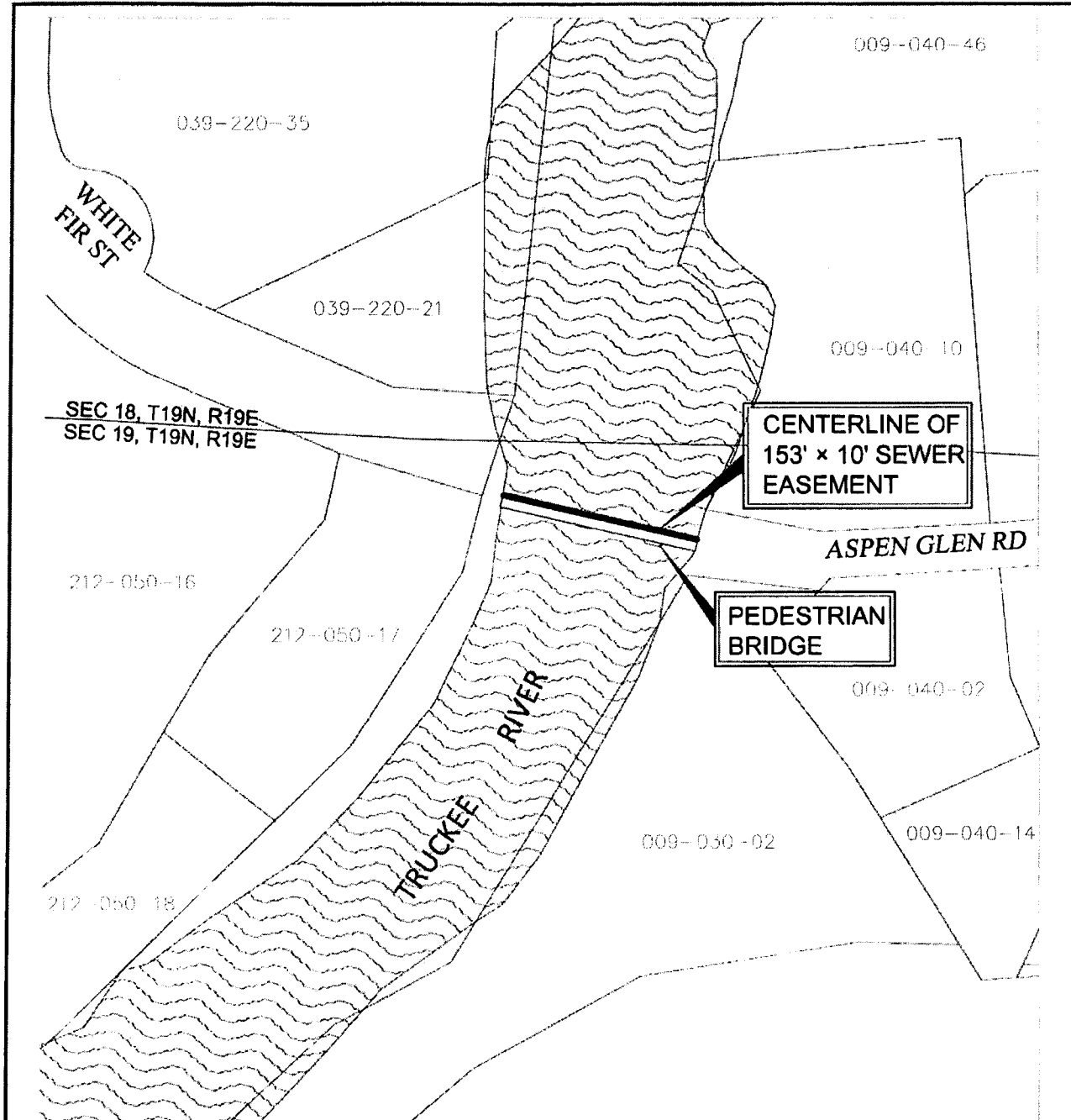
APPROVED as to Form:

ADAM PAUL LAXALT
Attorney General

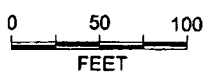
By 

KEVIN BENSON
Deputy Attorney General

Date: 2-26-15



NORTH



**WASHOE COUNTY
SEWER LINE EASEMENT
ATTACHED TO PEDESTRIAN BRIDGE
NW¼ SEC 19, T19N, R19E, MDBM
WASHOE COUNTY, NV**

EXHIBIT A

EXHIBIT B
LEGAL DESCRIPTION
EASEMENT FOR OLD MAYBERRY BRIDGE
OVER THE TRUCKEE RIVER

A portion of river way encompassing the pedestrian bridge spanning the Truckee River between White Fir Street and Aspen Glen in Washoe County in the Northeast Quarter of the Northeast Quarter of Section 19, Township 19 North, Range 19 East, M.D.M., more particularly described as follows:

Commencing at a Washoe County Survey Monument N74SM01222, also shown as an unlabeled point on the Official Plat of Reno Business Park, File 1481063, recorded May 21, 1991 with Washoe County Recorder's Office as the northernmost point of curve on the centerline of the south end of White Fir Street.

Thence, S 50° 02'28"E a distance of 442.261' to the **True Point of Beginning**, being the northwest corner of the footing of the bridge;

Thence S 76° 01'56" E, a distance of 152.46 feet;

Thence S 13° 15'26" W, a distance of 19.09 feet;

Thence N 76° 48'35" E, a distance of 152.44 feet;

Thence N 13° 11'46", a distance of 18.74 feet to the point of beginning.

The basis of Bearing of this description is the centerline of White Fir Street between Survey Monuments N74SM01223 and N74SM01222 being S 01° 59'31" W (recorded bearing S 1°59'5"W per Official Plat of Reno West Business Park, File 1481063, recorded May 21, 1991 with Washoe County Recorder's Office).

The sidelines of the above described strip of land shall be shortened to terminate with the ordinary high water line of the Truckee River.

All other terms and conditions of the Easement and Right-of-Way remain in full force and effect with no other changes, modifications or amendments thereto.